1896-033 Chancery Causes: Joseph H. Ewing, adm. vs. J. M. Hall, adm. &c
Lee Co.

Graham, Parsons, Jessee, Russell, Martin, Joslyn, Gibson, Martain, J. O. Gibson & Co], Jessee

CA-Contract Dispute
T-Property

To The Hon. W. T. Miller, Judge of the Cercuit Court for Lee Co.;

Joseph H. Ewing, Administrator, ... Complainant,

vs. : In Chancery,

J. W. Hall, Administrator, et al .... Defendant.

Humbly Complaining your petitioner, H. B. Graham, would respectfully represent and show unto your Honor;

That under a decree entered in the above styled cause the lands of Harvy M. Hall were sold at public outcry by W. W. Pennington, Commissioner on the 5th day of Nov. 1890, and that at the said Sale one M. C. Parsons became the purchaser. Some time after this sale, to-wit, on the 18th day of January, 1892, the said M. C. Parsons sold the said land which he had purchased at the said sale to Henry Martain, Colored, and executed a bond for the conveyance thereof in which he bound himself to convey to the said Martin the said tract of land by the 1st day of Jan. 1896; reserving to himself a vendor's lien for the balance of the unpaid purchase money. After the said trade made and entered into by the said Parsons and Martin, on the 21st day of Nov. 1892 the said Martain assigned the said bond, made to him the said Martin as aforesaid, to your petitioner Henry B. Graham, and in consideration thereof your petitioner was to pay the said Henry Martin $2500.00, and executed his bonds for $2500.00. At the time the said trade between the said Martain and your petitioner was made there was yet due to M. C. Parsons by the said Henry Martain the sum of $1088.10, and the said Martain assigned to the said Parsons a sum sufficient out of the bonds of your said Petitioner to satisfy said balance, to the said Parsons and took in his own notes, and upon this assignment to the said Parsons your petioner has paid the sum of $ ________, leaving a balance of $336.00, $106.00 from Jan 1, 99 & 112 from Jan 1, 98, & $118.- from Jan 1, 97- with interest ~~thereon~~ from the ____ day of ________ 18____. The said Henry Matin also asssigned, to one H. C. Joslyn the sum of $1080 ____, of the bonds of your petioner, and the sum of $412.00 less 27.55 paid Aug 5. 93

to J.O. Gibson & Co., on the 3. Sept, 1894 and since said assignment. I have paid to said J.O. Gibson & Co. $105.00 as of Oct. 15, 1894 & $100.00 as of March 1, 1895; & the balance ~~none of these last sums are paid and your~~ your petioner is still due them.

By the report of Commissioner E.W. Pennington filed in the said cause on the 18th day of January, 1894 it will be seen that the said Parsons was at that date entitled to a conveyance of the said land sold under the said sale, but by some mistake or ~~xxx~~ in-advertance the case was improperly droped from the docket and no decree entered since the Nov. term, 1893, but from a memoranda on the issue docket it appears that there was a decree final at the June term, 1894, when there was none. Since the said sales and transfers, and payment by the said Parsons as aforesaid the said Parsons has deprted this life, leaving as his heirs at law a widow and six children, to wit, F.A. Parsons, his widow, and the folowing children, Ellen Jesse, nee Parsons, who married J.C. Jessee, Eva Russell, nee Parsons, who married H.J. Russell, Geo W. Parsons, Rebecca Parsons, an infant, Wheeler P. Parsons, an infant, and another child, & infant, posthumous, whose name if any it has, is unknown to your petitioner, and that H.J. Russell and J.C. Jess qualified as his administrators, and took charge of the personal estate of M.C. Parsons. Your orator alleges that the said F.E. Parsons sold out all her interest to Eva Russell, G.W. Parsons, Ellen Jesse and Rebeca Parsons, and that she has no interest even in the legal title to this tract, and besided it was sold before the contingent right of dower attached, the said M.C. and F.E. Parsons not having intermarried untill after this sale, to-wit in 1894.

Your petioner here filed the said Bond, herein before referred to, and asks that it may be considered as part of this petition. marked "A"

The facts and premises considered, the prayer therefore of your petioner is that H.J. Russell and J.C. Jessee, in their own right and as administrators of the estate of M.C. Parsons, Ellen Jessee, Eva Russell, Geo. W. Parsons, Wheeler P. Parsons, and the said unknown infant and child of M.C. Parsons, Henry Mar-

J.O. Gibson & W.B. Gibson ~~[illegible]~~ ing said firm of J.O. Gibson & Co

tin, H.C. Joslyn, and J.R. Gibson, be made parties defendant to this Petition ~~bill of complaint~~, that they each be required to answer the same fully and completely but need not do so on oath, that a guardian ad litem be appointed for the said infant defendants, Rebecca Parsons, Wheeler P. Parsons and the said unamed infant, to defend their interest; that insted of the said ~~interest~~ deed being made to the heirs of M.C. parsons that a commissioner be appointed to make the same to your petitioner; giving to the said Parsons a first vendor's lien agains the same for the sum of $336 with interest theron ~~from the day of ____, 189__~~ as aforesaid, awd to J.O. Gibson, then a second vendors lien againt the said tract for the sum of $4120.00 less said credits, with interest thereon from the 1st day of Jan, 1893, and to H.C. Joslyn a third vendors lien for the sum of $1080.00 with interest on 1000.00 thereof from the 1st day of Jan. 1893 and on $80.00 from Jan 1, 1895; ~~and~~ may all furthur and general relief be granted your petioner that the nature of the cae may demand. And he will ever pray &c.

H. B. Graham.

By Pennington Bros. Counsel.

Virginia, Lee County to-wit;

I, A.B. Muncy, Clerk of the Circuit Court for Lee County do certyfy that H.B. Graham this day personally apperaed before me and made oath that the facts set out in the foregoing petition, are true to the best of his information, knowledge and belief. Given under my hand this the ____ day of ______, 1896.

________________________Clerk.

J. F. Ewing Admr.

Petition of

J. H. B. Grohour

vs. vs.

Russell & Jessee et al

J. M. Hall et als

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County

The separate answer of H. C. Joslyn, to a petition exibited in this court against him and others, by H. B. Graham in the case of J. H. Ewing Admr. vs. J. M. Hall, et al.

For answer therto respondent says that he supposes that the allegations of the said H. B. Graham in his petition is true in refference to the sale of the land in question to M. C. Parsons and the other transfers; he also says that it is true that he holds the bonds of the said Graham executed to Martin and assihned to me on the day of 189 which were for the purchase of the said land, and by the terms of the contract between the said Graham and Martin this amount in my hands was to constitute a lien on the land until they were fully paid. The amount which I hold aginst the said Grahm as assignee of the said Martin, is $______, wityh interest theron from the ___ day of ____, 189__

Now having answered all that your respondent deems materal for him to answer, pays that if a commissioner be appointed to make a deed toom the said land to the said Graham, that a lien be retained in favor and for the benefit of your respondent for amount still due him, and that he be hence dismissed with his costs in this behalf expended. And he will ever pray &c.

H. C. Joslyn.
By Couhsel

H. J. Russell et al

ads. { Answer of H. C. Joslyn

H. B. Groham

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.,

The separate answer of Henry Martain to a bixxx petition exibited against him and others by Henry B. Graham, in the case of J. H. Ewing, Admr. vs. J. M. Hall, Admr. et al.

For answer therto your respondent says that it is true that the said M. C. Parsons purchased the said land as set out in the said petition of the said Graham, and that the said Parsons sold the same to your respondent, and that your respondent sold the same to H. B. Graham; that your respondent assigned part of the notes of Graham to Parsons, part to J. O. Gibson and Co., and part to H. C. joslyn, as set out in the petition; your respondent furthur says that he has no interest whatever in the said land in question more than he is edrser of thenotes and secondarily liable to the endosees there of. Therefore having fully answered as far as your respondent thinks necessary prays to be hence dismissed with his reasonable cost in this behalf expended. And he will ever pray &c.

Henry Martain
By Counsel.

H. J. Russell et all

ads. { Answer of
{ Jerry Mattoon

H. B. Grohoun

To the Hon. Wm. T. Miller Judge of the Circuit Court for Lee Co.;

The separate answer of J.O. Gibson, J.R. Gibson and C.B. Gibson, merchants, and partners in trade under the firm name of J.O. Gibson and Co., to a petition exibited in this court against them and others in the case of Joseph H. Ewing, Admr. Vs. J.M. Hall Admr. et al. by H.B. Graham, Petitioner.

For answer to said petition your respondents say that it is true so far as they know that M.C. Parsons purchased the land sold as set out in the petition, and that he sold the same to Henry Martain, and that Henry Matin sold the same to H.B. Graham, that the said Graham executed his notes to the said Martain as set out in the said petition; it is also true that the said Martain transfered and assigned over to your respondents the said note of $412.00, dated Nov. 12, 1893, drawing interest from Jan. 1, 1893, and which was to become due Jan. 1, 1899; it is also true that at the time the said note was transfered to your respondents there was a credit theron of $27.55, as of Aug. 5, '93 and since the same came into the hands of your respondents there has been paid to them $105.00 as of October, 1894 and $100.00 as of March the 1st, 1895, and the balance of the said bond executed as aforesaid is still unpaid.

Now having answered all the allegations necessary for them, they pray that if a deed be made to the said land from the said Commissioner to the said Graham, that a vendor's lien be retained therein as prayed for in said petition for the balance of the unpaid purchase money on the land due to them, as set out hereinbefore, and that they be hence dismissed with their costs in this behalf expended. And they will ever pray &c.

J. O. Gibson & Co.

By Counsel.

H. B. Grohonn.

vs. Sam Pattison

Russell Jones Admr & others

in case

of

J. H. Ewing Admr,

vs.

J. M. Hall Admr et al –

Answer of J. O. Gebrauthe

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.,

The separate answer of H. J. Russell, & J. C. Jessee Administrators of the of the estate of M. C. Parsons deceased, to a petion filed in the ~~said~~ Cause of J. H. Ewing, Admr., vs. J. M. Hall Admr. et al, by H. B. Graham, against your respondents and others.

For answer thereto your respndents say that they suppose that it is true that the said Parsons purcased the land set out in the said petition, that he afterward sold the same to Henry Martin and that Henry Martin sold the same to H. B. Graham; it is also true that Parsons never received any conveyance for the land though he paid for the same in full; it is true also that the said Martain turned over to the said Parsons the notes of H. B. Graham, and there is yet a balance of $______ yet to be paid with interest thereon from the ___ day of ____, 189__; your respondents believe that the said Graham, by virtue of the bond given to Martin and assigned by Martin to Graham, is entitled to a deed from the Heirs of Parsons; but as the only interest that the estate of Parsons now has in the land is a lien for the securety of the balance of the purchase money, they have no objection to the deed being made from the commissioner to H. B. Graham instead of from the commissioner to the heirs and from them or a commissioner to Graham, as this would be the safest and cheapest method, with the retention of a lien in favor of the said Parsons estate for the balance of the money still due thereon. And now having answered all the material allegations which your respondents deem necessary, they pray to be hence dismissed with their reasonable cost in this behalf expended. And they will ever pray and so forth.

Russell & Jessee

Administrators of the estate of M. C. Parsons, Dcd

Petition
of
N. B. Grohsun

vs. Admrs of Adams
of W. C. Parsons

Russell & Twitchell

To the Hon. W.T.Miller, Judge of the Circuit Court for Lee Co.,

The joint and separate answer of Rebecca Parsons, Wheeler P.Parsons and the postumous child of M.C.Parsons, which is unnamed by their guardian ad litem, J.C.Jessee, assigned to defend them in this suit, to a petiton exibited against them and others in the Circuit Court for Lee county by H.B.Graham, in the case of J.H.Ewing Admr., vs. J.M.Hall, et al.

The respondents reserving to themselves the benefit of all just exceptions to the said bill, for answer therto, or so much thereof as they are advised it is material for them to answer, answer and say:-

That they are infants of tender years, and by reason of their infancy are incapable of understanding or of taking care of their interests. They, terefore, by their said guardian ad litem commend themselves and their interest into the hands of the cour ~~kepingxand~~ and pray that no decree may be pronounced that will tend to their prejudice. And having fully answered, the said respondents prays to be hence dismissed with their costs in this behalf expended, and they will ever pray &c.

Rebeca Parsons
Wheeler P. Parsons
Infant
(Unnamed) Parsons
By J.C. Jessee.
Their Guardian ad litem.

H. J. Russell. et al

ads. { Answer of G. & L.

H. B. Graham. —

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee Co.,

The joint and separate answer of Ellen Jesse and her husband J. C. Jesse, Eva Russell and her husband H. J. Russell, and Geo W. Parsons to a petition exibited against them and others in this court in the cause of J. H. Ewing Admr. vs. J. M. Hall, Admr. et al., by H. F. Graham.

For answer thereto respondents addopt the answer in full filed herein by the administrators of the estate of M. C. Parsons and do not suppose that they have any furthur interest in the land in question more than a lien for the money still due the estate on the sale of the land; therefore with the said answer treated as your respondent's, they think they have fully and suffiviently answered, and therefore pray to be hence dismissed with their costs in this behalf expended. And they will ever pray &c.

Ellen Jesse
J. C. Jesse
Eva Russell.
H. J. Russell
Geo W Parsons

By Counsel.

T. S. J. Russell et al

ads. { Answer of
Russell & wife
Jessie & wife &
Geo W. Parsons

H. B. Grohouse

J.H.Ewing, Admr.......................Complainant,

vs. In Chancery,

J.M.Hall Admr.et al,..............Defendants.

This cause came on this day to be again heard upon the papers formerly read therein and the special commissioner, R.L Penningtons report filed herein on the ___ day of June ,1898, and was argued by Counsel.

Upon consideration of all which and for reasons appearing to the court, it is adjudged ordered and decreed thatthe said report of the said R.L.Pennington, the same being unexcepted to, be and the same is hereby confirmed, and the deed reported therein the clerk is directed to turn over to H.B.Graham, and the said R.L.Pennington is allowed a fee of $5.00 for making said deed, which is to be taxed as part of the costs of this petition against the Administrators of the estate of M.C.Parsons to be paid for by them out of the funds in their hands of the estate. And the said H.B.Graham will recover his csts in the said petition, including Atty's fee ~~and the~~ against the said Administrators of M.C.Parsonsestatate, for whicheexecution may issue at the demand of the said Graham. And there being nothing furthur to be done in the said cause the same is stricken from the docket.

J. H. Ewing Admr.

v.s. Decree final

J. M. Hall et al.

O. B. P. 241

Enter this
June 5 1896
W. F. M

J.H.Ewing, Admr., ...Complainant,
vs.; In Chancery.
J.M.Hall Admr.et al. ....Defendants.

This cause came on this day to be heard upon the papers formerly read therin and the report of Commissioner F.W.Pennington filed herin on the 19th day of January,1894,and the petitin of H.B.Graham;and leave is herby granted J.C.Jessee,Ellen Jese Eva Russell,H.J.Russell and Geo.W.Parsons to file their separat answer,and leave is granted H.C.joslyn to file his separate answer,and leave is granted J.C.Jessc and H.J.Russell to file their separare answer,and leave is granted Henry Martin to file his separate answer,and leave is granted J.O.Gibson and Co., to file their separare answer,and leave is granted J.C.Jessee as gurdian ad litem for the infants,Rebecca Parsons ,Wheeler P Parsons and the unnamed infant to file their separte answer to the petion of the said H.B.Graham;and was argued by counsel.

Upon consideration of all which and for reasons appearing to the court it is adjudged ordered and decreed that the report of F.W.Pennington,filed herein as aforesaid,the same being unexcepted to,is hereby confirmed,and he relieved of any furthur duty or liability as such Commissioner;and for reasons apparing to the court,and that the said M.C.Parsons has paid the whole of the purchase money,and entitled to a conveyance of the H.M.Hall land set out in the bill and proceedings mentioned;and it appearing to the court that the said Parsons sold the said land to Henry Martin,and that Henry Martain sold the same to H.B.Graham,and it appearing to the court that from the terms of the contract of M.C.Parsons with Henry Martin,which was assigned to H.B.Graham,that Graham is entitled to a conveyance of the said tract of land,it is furthur adjudged orderd and decreed that R.L.Pennington,who is hereby appointed a special Commissioner for the purpose will make and execute a de deed as such Commissioner to the land mentioned in the bill, petition and proceedings, to H.B. Graham, with covenants of Special Warranty, reserving therein a vendors lien on the said tract of land first for the sum of $366.06 with interest thereon from the 1st day of Jan, 1893, for the benefit of Russell and Jessee as Administrators of the estate of M.C. Parsons; secondly a lien in favor of J.O. Gibson and Co., for the sum of $249.60 with interest thereon from the 1st day of March, 1895; and a lien in favor of H.C. Joslyn for the sum of $1080.00, with interest thereon from the 1st day of Jan, 1895. He will report his action to a future day of this term and the cause is continued till the coming in of the said R.L. Pennington's report.

J. H. Ewing Admr

vs. { Decree

J. M. Hall Admr et al

O. B. P. 443

Enter this
June 4 1896
H.T.M.

Joseph Ewing Adm'r &c Compl'ts }
vs. } In Chancery
J. M. Hall admr. &c et al Defts }

This cause came on again this day to be again heard upon the papers formerly read therein and the report of Comr. Goins filed Aug. 11th 1890: And it appearing that said report has been filed in said cause for more than ten days prior to this term of the Court and the same is unexcepted to, it is therefore adjudged, ordered and decreed that said report be Confirmed and that the several Creditors therein named of said H. M. Hall dec'd do recover from the said J. M. Hall administrator of the estate of the said H. M. Hall the debts reported due from him, together with the interest and costs shown as due to each of said Creditors. And it appearing from said report that said Admr. has enough in his hands to pay off the first six creditors of said estate mentioned in said Goins report and that they have liens thereon, it is therefore adjudged, ordered and decreed that said admr. do pay these said claims out of the funds in his hands and that if the same be not paid by Feb. 15th 1891 then execution may issue against him for the same. And it further appearing from said report that after the application of said funds in said administrators hands in the manner aforesaid, there will yet be a considerable sum of money due by said estate, it is therefore adjudged ordered and decreed that E. W. Pennington, who is hereby appointed a special Com. for the purpose, will proceed to sell the land reported by said Com. Gains belonging to said H. M. Hall, or so much thereof as may be necessary to pay the balance of said indebtedness subject to the dower rights of Jane Hall the widow of said H. M. Hall, at the front ~~and on some court day~~ door of the court house of Lee County, at public outcry and to the highest bidder, and on some court day and on a credit of six and 12 months time, except enough to pay the cost in this suit and the commissions of sale which he will require to be paid down by the purchaser. Said Com. before proceeding to sell said land will advertise for thirty days the time, terms and place of sale at Wright Stickleys store; B. M. Morgan's store and at the front door of the court house of this County. and for the deferred payments said Com. will take bonds payable to himself with good personal security. But before proceeding to execute the terms of this decree said Pennington will execute bond before the clerk of this court in a penalty of $1500 conditioned as the law requires in such cases. And he will report his action to a future term of this Court, and this cause is continued.

J. H. Ewing admr &c

vs. } Decree No. 2

J. M. Hall admr &c

Entered in Chan. O. B.
pages 281–2
Sept 2nd 1890
J A L Hyatt C

Enter this
Sept 2 1890.
H. S. K. M.

J. H. Ewing admr &c.
vs
J. M. Hall admr &c } In chancery.

To the Hon. H. S. K. Morrison Judge of the Circuit Court of Lee Co. Va.

Your undersigned comr. who was directed at the Sept. term (1890) of your honors court to sell the land in the bill and proceedings mentioned at public outcry at the front door of the courthouse of Lee County on some court day, begs leave to report that after having advertised the sale of said land in the manner directed by your honor, on the 5th day of Nov. 1890 at the front door of the court house of Lee and that day being a court day, he offered said land in the presence of a large crowd of people for sale at public outcry. Bidding was spirited and said land, subject to the dower rights of Jane Hall, was knocked down to M. C. Parsons, he being the best and highest bidder. His bid was $1760. Mr. Parsons paid your comr. $102.30, the costs of suit and commissions of sale which was paid out to those entitled and in the manner as shown by exhibit X here filed as a part of this report. After the payment of said sum of $102.30, said Parsons executed his two bonds of $828.85 each and payable in six & twelve months from date of sale & bearing interest from date

1857.70

He gave George Crabtree as his surety in said bonds. Your comr. deems said land was sold for a good round price and that the bonds given are good. Therefore, he recommends the confirmation of the sale of said land to said M. C. Parsons.

All of which is respectfully submitted this Nov. 7th 1890

E. W. Pennington Spec. Comr.

J. H. Ewing admr &c

vs. } Report of Sale of Land

J. M. Hall admr et al

Filed Nov. 14th 1890

J. A. G. Hyatt C

438
121.20
559.20
350
209.20

19.27 10 4=
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378.29
400.98

Know all men by the presents that I M. C. Parsons am firmly bound unto Henry Martin (Colored) in the just and full sum of two thousand Dollars well and truly to be paid unto the said Henry Martin and as to this bond the said Parsons hereby waives his homestead exemptions witness the following signatures and seal. This 18th. Jan. 1892.

The condition of the above obligation is such that whereas the said M. C. Parsons has heretofore sold unto the said Henry Martin a tract of land Known as the Harvey M. Hall home farm containing by estimation (105) acres (see boundaries thereof on record books) Now therefore if the said M. C. Parsons shall make or cause to be made a good and sufficient title to said land on or before the 1st January 1896 (or as soon as the court makes it to him) retaining a lien for unpaid purchase money then this obligation to void. otherwise to remain in full force and virtue.

M. C. Parsons (Seal)

A copy. By H. B. Graham.

M. C. Parsons
To } Title Bond
}
Henry Martin.

For value Recd.
We whose names are annexed have signed the within over to H. B. Graham.
This Nov. 21st. 1892.
Melissa E. Martin.
Henry Martin.
Copied by
H. B. Graham.
for Counsil

Note $\$412^{00}$ Due Jan 1, 1899 - Dated Nov. 12, 93 Int. from Jan 1, 1893

Assigned to J. O. Gibson & Co. Sept 3, 1894

Cos.

Aug 5. 93. 27.55 -

Oct 15. 94 105.00 } Paid to J. O. Gibson & Co -

Mch 1 - 95 100.00 }

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